

REMARKS

The undersigned is now the attorney of record in this application. The new power of attorney was filed May 17, 2005.

Of the claims rejected in the official action, all are cancelled except claims 32 and 33. Claim 32 is now amended to positively recite the footwear, with the engagement member, as part of the claimed combination.

The rejections applicable to claim 32 have basically centered around the issue of whether the engagement member and the footwear, recited in the preamble, were part of the claimed combination.

For reasons presented previously with the previous response (which were made on the assumption that the preamble material should be considered part of the claimed combination), the Warner reference does not anticipate claim 32 because Warner does not include an engagement member connected to a shoe or boot, the engagement member having first and second receivers located on opposite sides, as those terms are understood relative to claim 32 and the specification. Note that the specification herein, at page 3, defines footwear as a boot or shoe or the like. In Warner, an ice crampon is secured to a snowshoe, and a boot to the ice crampon and the snowshoe, in different ways from anything in the current invention, particularly regarding claim 32 as amended. In Warner, a toe bale, a heel bale and rear strap connect the boot to the crampon, and once the crampon is on the

snowshoe, some toe-end hardware geometry and a front harness secure the boot and crampon together to the snowshoe. In claim 32 the first and second receivers are located at opposite lateral sides of the footwear (shoe or boot) and the binding has first and second means for releasably engaging those receivers, respectively. No such lateral receivers are shown or suggested in Warner, and none would seem appropriate for the securing of the boot or the ice crampon. Thus, different and distinct structure clearly is being recited in claim 32, and this seems to have been implicitly acknowledged by the Examiner, with the rejections applied against the actual structure of the claim without considering the preamble material, i.e. the engagement member and first and second receivers on the footwear, as a part of the claimed combination.

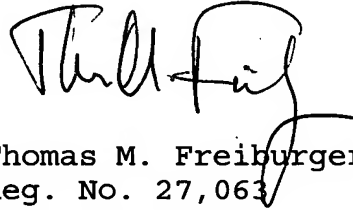
Therefore, claim 32 is believed allowable, and it is further submitted that claim 33, dependent from claim 32, is also allowable because the rejection assumed that the base claim was anticipated by Warner. With claim 32 now revised to positively recite these elements as part of the claimed combination, both claims 32 and 33 should be allowable.

The remaining claims in the case, claims 34, 35, 42-47 and 64 have been allowed, and the allowance is appreciated.

It is believed that all issues outstanding in the final action are addressed with this response. It is respectfully requested that the amendment be entered after final as directed primarily to a matter of form, with the record indicating that

claims 32 and 33 were disallowed because of the issue regarding content of the claimed combination.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Th. Freiburger', with a stylized flourish at the end.

Dated: November 2, 2005

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